

**PERKINS COIE LLP**

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RECEIVED  
FEDERAL ELECTION  
COMMISSION  
OFFICE OF GENERAL  
COUNSEL

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January 5, 2000

Lawrence L. Calvert, Jr., Esq.  
Office of the General Counsel  
Federal Election Commission  
999 E Street, NW  
Washington, DC 20463

**Re: MUR 4803**

**John Tierney for Congress Committee and Roy F. Gelineau,  
as Treasurer; Tierney for Congress and Roy F. Gelineau, as  
Treasurer; H & C Service Corp. d/b/a Hawthorne Hotel;  
Michael Goldman d/b/a Goldman Associates, Respondents**

Dear Mr. Calvert:

Enclosed please find originals of the affidavits of Congressman John Tierney and Michael Goldman.

Very truly yours,



Ellen L. Weintraub  
Counsel for Respondents

ELW:elw

Enclosures

[29384-0001/DA003670.120]

BEFORE THE  
FEDERAL ELECTION COMMISSION

In Re

JOHN TIERNEY FOR CONGRESS  
COMMITTEE and ROY F.  
GELINEAU, as Treasurer;  
TIERNEY FOR CONGRESS and  
ROY F. GELINEAU, as Treasurer;  
H & C SERVICE CORP. d/b/a  
HAWTHORNE HOTEL;  
MICHAEL GOLDMAN d/b/a  
GOLDMAN ASSOCIATES

MUR 4803

AFFIDAVIT OF MICHAEL GOLDMAN

I, Michael Goldman, being duly sworn, do depose and say:

1. I am the proprietor of an unincorporated business and political consultancy firm, Michael Goldman and Associates.
2. My professional association with Congressman John Tierney dates back to his first Congressional race in 1994. I have continued to serve as a communications consultant for Congressman Tierney on an as-needed basis in each of his candidacies.
3. After twenty years in business, the vast majority of my political clients are incumbents or individuals who have held office before. My work for John Tierney in the 1994 election was unusual in that this was his first candidacy for any office. Nevertheless, I sought him out as a client and encouraged him to run because I (accurately) predicted that he would make a good candidate during a political cycle when the public was seeking out fresh faces to support.

4. My offer to assist John Tierney in the 1994 election was based on verbal agreements. We had no written contract.

5. Our discussions were informal. At the outset, he told me that, as an unknown candidate with no track record, he was concerned that he would not be able to afford the cost of my services. I reassured him that we could come to a financial arrangement with which we would both be comfortable.

6. Subsequently, he agreed to run and I agreed to help him, even though the specifics of cost were left vague.

7. During the course of the 1994 election, I billed the Tierney campaign on a regular basis. I billed for my services and for the media time I was purchasing on behalf of the campaign. The campaign paid what it thought it owed on those bills within a commercially reasonable time, consistent with the practice of my other clients.

8. The campaign's payments to me covered all of the media time purchased. However, the amount of the payments for my services was calculated at a lower rate than that at which I was billing him. I have subsequently learned that the campaign was reporting the difference as debt. I did not view it as such.

9. During the heat of the campaign, both Mr. Tierney and I were primarily focused on winning the race. Defying conventional wisdom, he did win the primary.

10. To the extent that I concerned myself with the discrepancy between my bills and the campaign's payments during the 1994 campaign, I anticipated that any difference would be made up with a "win bonus" after the general election. Unfortunately, Mr. Tierney lost the 1994 general election (although he subsequently won a rematch in 1996).

11. It is true that Mr. Tierney never agreed to pay the rate that the campaign was reporting as debt to my firm.

12. While I did not receive what I had originally hoped to earn for my services to the 1994 Tierney campaign, I believe that the amount and rate of pay that I did receive was commercially reasonable based both on the value of the services that I provided and his status as a novice candidate.

13. Although I understand that the Tierney campaign has continued to report a debt to me, it is not my position that the Tierney campaign owes me anything. John Tierney has continued to be a good client of my firm, and his committees have paid all their bills. I believe that I have made a reasonable business judgment to retroactively adjust my bills for services to the 1994 campaign to better reflect our actual understanding.

Further affiant sayeth not.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 21, 1999.

  
Michael Goldman